

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON AT YAKIMA

GOTTSTEIN CORPORATION, a  
Pennsylvania corporation, dba Boyd &  
Boyd Industries,

Plaintiff,

v.

RED PEARL SYSTEMS, LLC, a  
Washington limited liability company;  
and PACKING HOUSE SERVICES,  
INC., a Washington corporation,

Defendants.

No. \_\_\_\_\_

COMPLAINT

Plaintiff Gottstein Corporation dba Boyd & Boyd Industries  
("Plaintiff or Gottstein"), hereby alleges as follows:

**PARTIES**

1. Plaintiff is, and at all times mentioned herein was, a Pennsylvania corporation organized and existing under the laws of the State of Pennsylvania, with its principal place of business in Hazelton, Pennsylvania.

*Complaint - 1*

**Hillis Clark Martin & Peterson P.S.**  
999 Third Avenue, Suite 4600  
Seattle, WA 98104  
Tel: (206) 623-1745  
Facsimile: (206) 623-7789

1           2.     Gottstein does business as Boyd & Boyd Industries (“Boyd &  
2     Boyd”).

3           3.     Plaintiff is informed and believes, and based thereon alleges, that  
4     defendant Red Pearl Systems, LLC (“RPS”) is, and at all times mentioned herein  
5     was, a Washington limited liability company with a principal place of business  
6     in Union Gap, Washington.

7           4.     Plaintiff is informed and believes, and based thereon alleges, that  
8     defendant Packing House Services, Inc. (“Packing House”) is, and at all times  
9     mentioned herein was, a Washington corporation with a principal place of  
10    business in Union Gap, Washington.

11                               **JURISDICTION AND VENUE**  
12

13           5.     This court has jurisdiction pursuant to 28 U.S.C. § 1332 because  
14     the parties are diverse and because the amount in controversy exceeds the sum  
15     or value of \$75,000.

16           6.     Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)  
17     because the Defendants reside in the state of Washington and a substantial part  
18     of the events giving rise to the dispute occurred in the state of Washington.

19                               **GENERAL ALLEGATIONS**  
20

21           7.     Plaintiff sells, delivers, and installs industrial and commercial  
22     equipment in warehouses.

23           8.     Plaintiff is informed and believes, and based thereon alleges, that  
24     defendants are in the business of designing equipment used for the sorting of  
25     produce and other food products.  
26

9. Between December 13, 2018 to February 21, 2022, Plaintiff and defendants entered into various commercial agreements to provide industrial equipment at the request of defendants.

10. Defendants are various entities owned or controlled by Todd Odman (“Odman”).

### Chile Transaction

11. In or about December 2018, at Packing House's request, Plaintiff shipped equipment to Red Pearl Chile Ltda in Santiago, Chile.

12. On or about December 13, 2018, Plaintiff sent invoice #121318 to defendant Packing House for \$377,601.80. The invoice sets forth the quantity, description, and price of each item that was sold, shipped, and installed at the request of defendant. A true and correct copy of invoice #121318 is attached hereto as **Exhibit A**.

13. As of July 26, 2022, defendant Packing House owed a total of \$377,601.80 to Plaintiff.

14. At no point did defendant Packing House return or refuse the goods shipped or services rendered to Red Pearl Chile Ltda pursuant to invoice #121318.

### Canada Transaction

15. In or about March 2021, at the request of RPS, Plaintiff shipped equipment to CFP Ltp in Osoyoos, British Columbia, Canada.

16. On March 4, 2021, Plaintiff sent invoice #5165 to defendant RPS for \$649,546.00. The invoice sets forth the quantity, item code, description, price of each item, and the total cost for the line item that was sold, shipped, and

1 installed at request of defendant. A true and correct copy of invoice #5165 is  
2 attached hereto as **Exhibit B**.

3 17. Between March 2020 and February 2021, defendant RPS made  
4 payments on invoice #5165 in the amount of \$390,000.00.

5 18. As of May 3, 2022, defendant RPS owed a total of \$270,626.00 to  
6 Plaintiff.

7 19. At no point did defendant RPS return or refuse the goods shipped  
8 or services rendered to CFP Ltp. pursuant to invoice #5165.

9 Washington Transaction

10 20. Between May 2021 and February 2022, at the request of RPS,  
11 Plaintiff shipped commercial equipment to Piepel Premium in Wenatchee,  
12 Washington.

13 21. On June 16, 2021, Plaintiff sent invoice #61621 to Odman on  
14 behalf of RPS for \$4,738.00 for transportation of equipment to be installed for  
15 Piepel Premium. The invoice sets forth the quantity, description, and price of  
16 freight for items shipped at RPS's request. A true and correct copy of invoice  
17 #61621 is attached hereto as **Exhibit C**.

18 22. On August 11, 2021, Plaintiff sent invoice #81121 to Odman on  
19 behalf of RPS for \$41,926.00. The invoice sets forth a description of the service  
20 rendered at RPS's request. A true and correct copy of invoice #81121 is attached  
21 hereto as **Exhibit D**.

22 23. On February 21, 2022, Plaintiff sent invoice #5220 to defendant  
23 RPS for \$258,242.00. The invoice sets forth the quantity, item code, description,  
24 price of each item, and the total cost for the line items that were sold and  
25  
26

1 shipped at RPS's request. A true and correct copy of invoice #5220 is attached  
2 hereto as **Exhibit E**.

3 24. Between March 2021 and July 2021, defendant RPS paid a total of  
4 \$226,043.10 for goods and services provided to Piepel Premium.

5 25. As of July 26, 2022, defendant RPS owed a total of \$78,862.90 to  
6 Plaintiff.

7 26. At no point did defendant RPS return or refuse the goods shipped  
8 or services rendered to Piepel Premium.

9 **FIRST CAUSE OF ACTION**  
10 **(Breach of Contract for Sale of Goods – Against Defendant Packing House)**  
11 **(Chile Transaction)**

12 27. The preceding allegations are incorporated herein in their entirety.

13 28. Plaintiff and Packing House entered into an agreement whereby  
14 Plaintiff would provide goods and services as requested by Packing House in  
15 exchange for payment.

16 29. On or about December 13, 2018, at Packing House's request,  
17 Plaintiff shipped goods and provided services as instructed by Packing House,  
18 which is evidenced by invoice #121318. See Exhibit A.

19 30. As of July 26, 2022, Packing House owed a total of \$377,601.80 to  
20 Plaintiff.

21 31. Plaintiff has made several demands for payment, however, to date,  
22 Packing House has failed and refused to make payment on the invoices.

23 32. Plaintiff performed all conditions, covenants, and promises required  
24 on its part to be performed in accordance with the terms and conditions of the  
25 agreement, including shipping the goods and providing the services listed on the  
26 invoice to Packing House.

1           33.     Packing House has breached its obligation under the agreement by  
2 failing to remit payment as alleged herein. Specifically, Packing House breached  
3 the agreement by failing to pay to Plaintiff the total amount due and owing to  
4 Plaintiff for the goods and services that Packing House requested and received.

5           34.     As a proximate cause of Packing House's breach of the contract, as  
6 of July 26, 2022, Plaintiff has been damaged in the total amount of \$377,601.80,  
7 plus interest and costs.

8                                 **SECOND CAUSE OF ACTION**  
9                                 **(Unjust Enrichment – Against Defendant Packing House)**  
10                                **(Chile Transaction)**

11           35.     The preceding allegations are incorporated herein in their entirety.

12           36.     In the alternative to Plaintiff's claim for Breach of Contract (First  
13 Cause of Action), Plaintiff asserts that Packing House has been unjustly  
14 enriched as a result of the conduct set forth above.

15           37.     By selling and shipping goods and providing services at Packing  
16 House's request, Plaintiff conferred a benefit on Packing House.

17           38.     Packing House acknowledged this benefit through its acceptance,  
18 retention, and use of Plaintiff's goods and services.

19           39.     Under the circumstances set forth above, it would be inequitable for  
20 Packing House to retain the benefit conveyed by Plaintiff without payment to  
21 Plaintiff of the value of the benefit.

22           40.     Packing House has been unjustly enriched in an amount in excess  
23 of \$377,601.80.

24           41.     Plaintiff has been injured by Packing House in an amount in excess  
25 of \$377,601.80.

**THIRD CAUSE OF ACTION**  
**(Breach of Contract for Sale of Goods – Against Defendant RPS)**  
**(Canada Transaction)**

42. The preceding allegations are incorporated herein in their entirety.

43. Plaintiff and defendant RPS entered into an agreement whereby Plaintiff would provide goods and services as requested by RPS in exchange for payment.

44. On or about March 4, 2021, at RPS's request, Plaintiff shipped goods and provided services as instructed by RPS, which is evidenced by invoice #5165. See Exhibit B.

45. As of May 3, 2022, defendant RPS owed a total of \$270,626.00 to Plaintiff.

46. Plaintiff has made several demands for payment, however, to date, RPS has failed and refused to make payment on the invoices.

47. Plaintiff performed all conditions, covenants, and promises required on its part to be performed in accordance with the terms and conditions of the agreement, including shipping the goods and providing the services listed on the invoice to RPS.

48. RPS has breached its obligation under the agreement by failing to remit payment as alleged herein. Specifically, RPS breached the agreement by failing to pay to Plaintiff the total amount due and owing to Plaintiff for the goods and services that RPS requested and received.

49. As a proximate cause of RPS's breach of the contract, as of May 3, 2022, Plaintiff has been damaged in the total amount of \$270,626.00, plus interest and costs.

1                                   **FOURTH CAUSE OF ACTION**  
2                                   **(Unjust Enrichment – Against Defendant RPS)**  
3                                   **(Canada Transaction)**

4           50.    The preceding allegations are incorporated herein in their entirety.

5           51.    In the alternative to Plaintiff's claim for Breach of Contract (Third  
6 Cause of Action), Plaintiff asserts that RPS has been unjustly enriched as a  
7 result of the conduct set forth above.

8           52.    By selling and shipping goods and providing services at RPS's  
9 request, Plaintiff conferred a benefit on RPS.

10          53.    RPS acknowledged this benefit through its acceptance, retention,  
11 and use of Plaintiff's goods and services.

12          54.    Under the circumstances set forth above, it would be inequitable for  
13 RPS to retain the benefit conveyed by Plaintiff without payment to Plaintiff of  
14 the value of the benefit.

15          55.    RPS has been unjustly enriched in an amount in excess of  
16 \$270,626.00.

17          56.    Plaintiff has been injured by RPS in an amount in excess of  
18 \$270,626.00.

19                                   **FIFTH CAUSE OF ACTION**  
20                                   **(Breach of Contract for Sale of Goods – Against Defendant RPS)**  
21                                   **(Washington Transaction)**

22          57.    The preceding allegations are incorporated herein in their entirety.

23          58.    Plaintiff and RPS entered into an agreement whereby Plaintiff  
24 would provide goods and services as requested by RPS in exchange for  
25 payment.  
26



1           59. On or about August 11, 2021, at RPS's request, Plaintiff shipped  
2 goods and provided services as requested by RPS, which is evidenced by a  
3 series of invoices. See Exhibits C, D, and E.

4           60. As of July 26, 2022, RPS owed \$78,862.00 to Plaintiff.

5           61. Plaintiff has made several demands for payment, however, to date,  
6 RPS has failed and refused to make payment on the invoices.

7           62. Plaintiff performed all conditions, covenants, and promises required  
8 on its part to be performed in accordance with the terms and conditions of the  
9 agreement, including shipping the goods and providing the services listed on the  
10 invoices to RPS.

11           63. RPS has breached its obligation under the agreement by failing to  
12 remit payment as alleged herein. Specifically, RPS breached the agreement by  
13 failing to pay to Plaintiff the total amount due and owing to Plaintiff for the  
14 goods and services that RPS requested and received.

15           64. As a proximate cause of RPS's breach of the contract, as of July 26,  
16 2022, Plaintiff has been damaged in the total amount of \$78,862.00, plus interest  
17 and costs.

18                                   **SIXTH CAUSE OF ACTION**  
19                                   **(Unjust Enrichment – Against Defendant RPS)**  
20                                   **(Washington Transaction)**

21           65. The preceding allegations are incorporated herein in their entirety.

22           66. In the alternative to Plaintiff's claim for Breach of Contract (Fifth  
23 Cause of Action), Plaintiff asserts that RPS has been unjustly enriched as a  
24 result of the conduct set forth above.

25           67. By selling and shipping goods and providing services at RPS's  
26 request, Plaintiff conferred a benefit on RPS.

68. RPS acknowledged this benefit through its acceptance, retention, and use of Plaintiff's goods and services.

69. Under the circumstances set forth above, it would be inequitable for RPS to retain the benefit conveyed by Plaintiff without payment to Plaintiff of the value of the benefit.

70. RPS has been unjustly enriched in an amount in excess of \$78,862.00.

71. Plaintiff has been injured by RPS in an amount in excess of \$78,862.00.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment against defendants as follows:

1. For judgement against defendants in an amount to be determined at trial, together with pre-judgment and post-judgment interest at the maximum legal rate allowed by law;
2. For an award of attorneys' fees to the extent allowed by law;
3. For costs of suit; and
4. For such other and further relief as the Court may deem proper.

DATED this 3rd day of April, 2023.

HILLIS CLARK MARTIN & PETERSON P.S.

By s/ Brian C. Free

By s/ Michael E. Schmidt

Brian C. Free, WSBA #35788

Michael E. Schmidt, WSBA #56883

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Email: brian.free@hcmp.com

michael.schmidt@hcmp.com

Attorneys for Plaintiff

ND: 24326.002 4881-8054-2810v3

# EXHIBIT A

BOYD &amp; BOYD

3500 Chester Ave  
 Bakersfield, CA 93301-1630  
 (661) 631.8400 Fax (661) 631-8454

## Invoice

Date	Invoice #
12/13/2018	121318

Bill To:
Packing House Services P.O. Box 399 Yakima, WA 98907

Ship To:
Red Pearl Chile Ltda Portugal 20 oficina 57 Santiago, CHL

P.O. Number	Terms	Ship	Via	
	Due on Receipt	Vessel		

Quantity	Description	Amount
	Dump Elevator	
	Cutter	
	Eliminator	
	Front End Water System	
	Water Supply, Pumps, and Plumbing	
	1.5" Styrofoam and Stainless skin	
	Return Cutter	\$ 258,157.00
	Chiller (To Be Negotiated)	\$ (20,000.00)
		\$ 238,157.00
	Catwalk	\$ 41,590.00
	Flumes	\$ 32,500.00
	Return Flume	\$ 3,300.00
	Tipper System	\$ 39,960.00
	Undersize and Trash	\$ 14,540.00
	Cross Cull Conveyor	\$ 14,982.00
	Scholar	\$ 5,993.00
	Manual Fill Station and Water Recovery	\$ 2,980.00
	Return Pump, Piping, and Clean out	\$ 6,800.00
	Valves, Plumbing, Flex hoses, Barbs, Water Recovery, and Off	\$ 8,800.00
	Grade for Sort Conveyor	\$ 409,602.00
	10% Dealer Discount	\$ (40,960.20)
	Shipped Crate and Handling	\$ 8,960.00
		\$ 377,601.80
	Total	\$ 377,601.80

# **EXHIBIT B**

BOYD &amp; BOYD

(661) 631-8400 Fax (661) 631-8454  
3500 Chester Ave**Invoice**

Date	Invoice #
3/4/2021	5165

<b>Bill To</b>
Red Pearl Systems Todd Odman

<b>Ship To</b>
CFP Ltp 9707 128 th Ave Osoyoos, BC V0H1VO

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt	CCM	3/4/2021			
Quantity	Item Code	Description			Price Each	Amount
	Parts	CFP Job				
	Parts	Original Quote 3/20/20 Quote#32020			601,440.00	601,440.00T
	Discount	9/24/20 Commercial Invoice C92420 Simple Robot Tipper			70,000.00	70,000.00T
	Installation	Discount			-67,144.00	-67,144.00
	S & H Invoice	Installation			32,950.00	32,950.00
		Freight			12,300.00	12,300.00
					0.00	0.00
					Total	USD 649,546.00

# EXHIBIT C

BOYD &amp; BOYD

3500 Chester Ave  
 Bakersfield, CA 93301-1630  
 (661) 631.8400 Fax (661) 631-8454

**Invoice**

Date	Invoice #
6/16/2021	61621

<b>Bill To:</b>
Todd Odman

<b>Ship To:</b>
Todd Odman

P.O. Number	Terms	Ship	Via	
	Due on Receipt			

Quantity	Description	Amount
1	Great Western Transportation Trucking	\$ 4,738.00
<b>Total</b>		<b>\$ 4,738.00</b>



# EXHIBIT D

BOYD &amp; BOYD

3500 Chester Ave  
 Bakersfield, CA 93301-1630  
 (661) 631.8400 Fax (661) 631-8454

**Invoice**

Date	Invoice #
8/11/2021	81121

<b>Bill To:</b>
Todd Odman

<b>Ship To:</b>
Todd Odman

P.O. Number	Terms	Ship	Via	
PP81121	Due on Receipt			

Quantity	Description	Amount
	Labor	\$ 32,470.00
	Hotel Room	\$ 5,366.00
	Food	\$ 2,600.00
	Mileage	\$ 1,490.00
	This is Boyd & Boyd's cost for installing Boyd & Boyd 's equipment and 360 Red Pearl and Double Packing Tables with Filler	
	<b>Total</b>	<b>\$ 41,926.00</b>

# **EXHIBIT E**

BOYD &amp; BOYD

(661) 631-8400 Fax (661) 631-8454  
3500 Chester Ave**Invoice**

Date	Invoice #
2/21/2022	5220

Bill To
Red Pearl Systems Todd Odman

Ship To
Piepel Premium 11 Chehalis St. Wenatchee, WA 98801

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
PP31621	Due on receipt	CCM	2/21/2022			

  

Quantity	Item Code	Description	Price Each	Amount
	Parts	Tote Hand dump platform and gravity conveyor	1,490.00	1,490.00T
	Parts	Dump / Cutter elevator with built in cascade and Manifold	28,960.00	28,960.00T
	Parts	Water Recovery under elevator	1,190.00	1,190.00T
	Parts	Delcafer conveyor system	6,280.00	6,280.00T
	Parts	Leaf fill station	665.00	665.00T
	Parts	Flume feeder amd flumes	990.00	990.00T
	Parts	11 Bank 42" wide cutter with built in Cascade and water manifold	69,980.00	69,980.00T
	Parts	Cutter lifter	3,390.00	3,390.00T
	Parts	Stainless steel cutter frame	3,620.00	3,620.00T
	Parts	Stainless steel raised extension for cutter frames	890.00	890.00T
	Parts	Cutter water recovery	2,920.00	2,920.00T
	Parts	Adjustment for stem length	5,295.00	5,295.00T
	Parts	Electronic display for sensor	695.00	695.00T
	Parts	6 Lane 39" roller eliminator (manual adjuster) with display	42,380.00	42,380.00T
	Parts	Raised extension for eliminator frames	400.00	400.00T
	Parts	Adjustable divider	690.00	690.00T
	Parts	Eliminator trash dewater pull out conveyor	6,980.00	6,980.00T
	Parts	Eliminator undersize dewater pull out conveyor	6,290.00	6,290.00T
	Parts	Undersize and trah water recovery	690.00	690.00T
	Parts	Water recovery out of eliminator	2,990.00	2,990.00T
	Parts	Receiver cascade	1,880.00	1,880.00T
	Parts	Pan from eliminator to grader	897.00	897.00T
	Parts	RP360 Grader 8 lane 12 drops (Not Quoted)	0.00	
	Parts	Grader flume transitions 4" flumes	2,990.00	2,990.00T
	Parts	Cherry return flume with 90	1,120.00	1,120.00T
	Parts	Cherry return elevator	6,980.00	6,980.00T
	Parts	Flumes from grader to tables and off grades	9,890.00	9,890.00T
	Parts	Water recovery flume and tank with pump and filter	7,990.00	7,990.00T
	Parts	Fungicide plumbing	980.00	980.00T
	Parts	Fungicide tank, flumes, pump, and filter	6,980.00	6,980.00T
	Parts	Dewatering belt and pack station	5,990.00	5,990.00T
	Parts	32' Cull cross conveyor	6,878.00	6,878.00T
	Parts	Double packing tables with fillers (Not Quoted)	0.00	0.00T
			<b>Total</b>	

BOYD &amp; BOYD

(661) 631-8400 Fax (661) 631-8454  
3500 Chester Ave**Invoice**

Date	Invoice #
2/21/2022	5220

<b>Bill To</b>
Red Pearl Systems Todd Odman

<b>Ship To</b>
Piepel Premium 11 Chehalis St. Wenatchee, WA 98801

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt	CCM	2/21/2022			
Quantity	Item Code	Description			Price Each	Amount
	Parts	25' long packed box conveyor with 2 layer empty box gravity			9,980.00	9,980.00T
	Parts	14' gravity full box stacking conveyor			1,496.00	1,496.00T
	Parts	28' of mechanic walk, 27' catwalk and operator platforms and stairs			13,980.00	13,980.00T
	Parts	Front end pump tank, pumps, and filter			12,960.00	12,960.00T
	Parts	Front end manifolds and plumbing			3,370.00	3,370.00T
	Parts	Pump and return plumbing			5,790.00	5,790.00T
	Parts	Box Staging Table (Not Quoted)			0.00	0.00T
	Discount	10% Discount			-28,694.00	-28,694.00
					0.00	0.00
					<b>Total</b>	USD 258,242.00